

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT NO.

45

DATE

JUL 28 2008

TO LEASE NO.

GS-11B-01932

ADDRESS OF PREMISES: **Liberty Square
450 Fifth Street, N.W.
Washington, D.C. 20001**

THIS AGREEMENT, made and entered into this date by and between: **Judiciary Plaza Limited Partnership**

Whose address is: **1233 20th Street, N.W.
Suite 206
Washington, D.C. 20036**

Hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended upon execution by the Government as follows:

This Supplemental Lease Agreement is issued to exercise the Government's right to acquire full control over the entire parking garage (242 parking spaces) at the leased premises pursuant to paragraph 6.K of the SF2 for a term of fifteen (15) years.

The rent commencement date for the garage shall be November 1, 2007 and will be co-terminus with the base lease. The annual rent rate is hereby increased by a total of \$726,309.76 per year (\$3,001.28 X 242 parking spaces). The new total annual rent shall be \$20,710,458.40 at the rate of \$1,725,871.53 per month in arrears.

Commencing on the first anniversary date of the Lease, and every anniversary thereafter, the annual parking rent shall increase by 2% of the previous year's adjusted rate.

The operating cost base shall remain the same at (b) (4)

The percentage of occupancy shall remain at 99.037%.

This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: Judiciary Plaza Limited Partnership

BY (b) (6)

BROPHY PROPERTIES, INC.
Managing General Partner
Raymond C. Brophy, President
(Name & Title)

IN THE PRESENCE OF (witnessed by:)

(b) (6)
(Signature)

1233-20th Street, NW
Washington, DC 20036

(Address)

UNITED STATES OF AMERICA

BY (b) (6)

Santoni W. Graham

Joel T. Berelson

Contracting Officer

GSA, NCR, WPJ

(Official Title)